

**REQUEST FOR PROPOSALS**

**SACRAMENTO REGION**  
**HIGH-RESOLUTION IMAGERY PROJECT**

**October 20, 2005**



**SACRAMENTO AREA COUNCIL OF GOVERNMENTS**  
**1415 L STREET, SUITE 300**  
**SACRAMENTO, CALIFORNIA 95814**  
**(916) 321-9000**

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

**REQUEST FOR PROPOSALS**

**Sacramento Region  
High Resolution Imagery Project**

I. INTRODUCTION .....	1
II. BACKGROUND .....	1
III. PROJECT SUMMARY AND DESCRIPTION .....	1
IV. SCOPE OF WORK/SERVICES.....	2
V. CONTRACT DELIVERABLES.....	6
VI. CONTACT PERSONS.....	7
VII. PROJECT TIMETABLE .....	7
VIII. GENERAL CONDITIONS .....	8
IX. PROPOSAL CONTENT AND ORGANIZATION.....	10
X. PROPOSAL EVALUATION AND SELECTION.....	12
XI. PAYMENT SCHEDULE.....	13
PART A: AGREEMENT BETWEEN SACOG AND CONSULTANT.....	14
ATTACHMENT A: PROPOSED AERIAL IMAGERY COLLECTION AREAS.....	21
ATTACHMENT B: PROPOSED LIDAR COLLECTION AREA.....	22

## **I. INTRODUCTION**

The Sacramento Area Council of Governments (SACOG) is a voluntary association of governments. Member jurisdictions include: the County of Sacramento (including the cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, Rancho Cordova and Sacramento); the County of Yolo (including the cities of Davis, West Sacramento, Winters, and Woodland); the County of Sutter (including the cities of Live Oak and Yuba City); the County of Yuba (including the cities of Marysville and Wheatland); Placer County (including the cities of Auburn, Colfax, Lincoln, Rocklin, Roseville and Town of Loomis) and El Dorado County (including the City of Placerville).

SACOG is the federally designated Metropolitan Planning Organization (MPO) for the Sacramento, Davis and Marysville/Yuba City urbanized areas. SACOG is also the state designated Regional Transportation Planning Agency (RTPA) for the counties of Sacramento, Yolo, Sutter and Yuba.

## **II. BACKGROUND**

The project involves providing all of the ground control surveys, flying and photography, photo lab work, film scanning, analytical aerotriangulation, terrain extraction, digital terrain modeling and digital image processing needed to produce color digital orthophotography with 6-inch pixels and a horizontal accuracy of +/- 2 feet. In addition, responses should address the optional collection of angled oblique imagery. All proposed oblique imagery must be integrated with the orthophoto product such that each pixel of the digital image obliques are mapped to actual geographic coordinates, vertical measurements can be made, and can be integrated with existing geographic information systems data. Changes to the scope of work may be negotiated before the final contract and work scope are signed. Alternative approaches are welcome and should be discussed in the response to this request. Proposals must include evidence that they have relevant past experience and have previously delivered services similar to the ones outlined in the Scope of Work. (See Section IX.7)

The project area includes the SACOG urbanized area plus several adjoining City areas (Attachment A) for a total of approximately 1,000 square miles. Responses are asked to address collection for the full 1,000 square mile area, the 750 square mile area and the 500 square mile area outlined in Attachment A

## **III. PROJECT SUMMARY AND DESCRIPTION**

The contract for the Aerial Imagery and any LIDAR data collection will be an agreement between the SACOG and the consultant. SACOG will provide contract administration services. The consultant will invoice SACOG for services rendered and SACOG will reimburse the consultant for these services. Funding for the consultant services will be provided to SACOG by our Member Agencies. Several members have budgeted for a March 2006 aerial imagery collection and in some cases LIDAR collection. After reviewing the collection plans and costs,

this group will enter into negotiations for the collection. The SACOG Executive Director will award the contract and the SACOG Project Manager will review project deliverables.

#### **IV. SCOPE OF WORK/SERVICES**

The scope of work is described below. The selected consultant or consulting team will be expected to perform all technical and other analyses necessary to complete the scope of work. The consultant will receive general direction from the SACOG Project Manager.

The project involves providing all of the ground control surveys, flying and photography, photo lab work, film scanning, analytical aerotriangulation, terrain extraction, digital terrain modeling and digital image processing needed to produce color digital orthophotography with 6-inch pixels and a horizontal accuracy of +/- 2 feet. In addition, responses should address the optional collection of angled oblique imagery. All proposals for oblique imagery must integrate the product with the orthophoto product such that each pixel of the digital image obliques are mapped to actual geographic coordinates, vertical measurements can be made, and both can be integrated with existing geographic information systems data. Changes to the scope of work may be negotiated before the final contract and work scope are signed. Alternative approaches are welcome and should be discussed in the response to this request.

The project area includes the SACOG urbanized area plus several adjoining City areas for a total of approximately 1,000 square miles. Responses are asked to address collection for the full 1,000 square mile area, the 750 square mile area and the 500 square mile area outlined in Attachment A.

A LIDAR collection for the Sacramento County area was completed in 2004. The resulting LIDAR points and/or digital terrain model from that effort can be provided to the Consultant for the 2006 orthophotography effort. As a second option, responses are asked to price a LIDAR data collection for the 200 square mile area outlined in Attachment B. Costs for creating a digital terrain model and using that model to process that amount of imagery should be included a separate in the pricing. On this option deductions should be noted where the 10-meter USGS 10 meter DEM will not be used.

The orthophotography will subsequently be used to support a variety of needs within the SACOG Regional GIS Committee Membership including generating new planimetric detail for GIS. The data produced from this project will be used in a number of software systems including ArcView, Intergraph, ARC/INFO, and AutoCAD. All data produced for this project shall meet National Map Accuracy Standards for 1"=100' mapping.

#### **GROUND CONTROL**

The Consultant shall be responsible for establishing sufficient ground control to perform the required digital orthophoto mapping. The control survey shall be completed in accordance with accepted industry practice and the applicable provisions of the California Land Surveyor's Act. Global Positioning System (GPS) surveys shall be conducted in conformance with the most

current Federal Geodetic Control Committee standards. The setting of control by airborne GPS methods is permissible.

The SACOG Regional GIS Committee requires that all ground control coordinates and data products derived from them be furnished in California State Plane Coordinates, Zone 2. Horizontal datum shall be NAD 83 (1991.35 epoch); vertical datum shall be NAVD 1988. Working units shall be in U.S. survey feet. Ground control accuracy shall be second order or better.

Proposers shall submit a proposed flight and control plan to the SACOG Regional GIS Committee as part of their response. The planning map shall be of a known, even engineering scale, and shall indicate the proposed control locations; stereo model layout and flight plan including flying height during the collection. The mapping limit line shall also be plotted on the planning map. The mapping limit includes SACOG 1,000 square mile, 750 square mile and 500 square mile areas shown on Attachment A. Similar flight information shall be submitted for the area on Attachment B for those including that option in their proposal.

All labor and materials related to the ground control survey, including research and permits, shall be the responsibility of the Consultant.

Deliverables: 1) One bound set of all field data and derived information, including horizontal and vertical coordinates for all control positions  
2) One ARC/INFO compatible file detailing the flight plan and containing the control point positions

## **AERIAL PHOTOGRAPHY**

Color aerial photography shall be acquired using a precision aerial mapping camera equipped with a focal length lens and forward motion compensation. Consultant shall furnish the SACOG Regional GIS Committee Membership with a calibration report for the camera that is current within 3 years.

Acquisition of aerial photography shall be conducted on a clear day/s during late February or early March 2006 between 10:00 a.m. and 2:00 p.m. Pacific Standard Time when the sun angle is not less than 30 degrees. Photography will not be undertaken when the ground is obscured by haze, smoke, fog or dust. The scale of the photography shall be 1"=800'. Orthophoto mapping limit boundaries shall fall within neat model limits of the photography. Consultant shall be liable for ensuring that all photography complies with industry standard tolerances for flight altitude, tilt, sidelap, endlap, and crab.

The City of Sacramento will require from the vendor a detailed schema (flight paths, lower flight altitude, higher pixel resolution, etc.) to ensure that distortions resulting from building height are corrected and completely removed from the orthophotography. The City requires that imagery for the downtown area be completely orthogonal and that the buildings do not include any tilt. The City of Sacramento can provide a boundary delineating the downtown area

If film is used, all exposed film shall be processed using best available technology. All negatives shall be clear, sharp, and free of blemishes or damage. Each individual frame shall be labeled with the date of photography, photo scale, name of the SACOG Regional GIS Committee Membership, flight line number, and exposure number. Consultant shall be responsible for storage of the negatives, unless and until delivery is requested by the SACOG Regional GIS Committee Membership.

Deliverables: 1) One camera calibration certificate  
2) One photo index sheet

## **ANALYTICAL AEROTRIANGULATION**

The SACOG Regional GIS Committee encourages use of analytical aerotriangulation to reduce field control costs, and to verify integrity of the survey. Best available technology shall be utilized. The use of softcopy analytical aerotriangulation, or digital aerotriangulation, is acceptable. The consultant shall document the process used.

Consultant shall deliver a bound copy of the analytical aerotriangulation results. Coordinates and residual values shall be reported for all points. RMS values shall be reported for the final adjustment. Discarded points shall be noted and discussed.

Deliverables: 1) One copy of copy the documented aerotriangulation process  
2) One copy of aerotriangulation results

## **DIGITAL ORTHOPHOTOGRAPHY**

Digital orthophotography shall be produced using the digital terrain models, control data, camera calibration data and raw raster imagery scanned from the aerial negatives as input. The rectification process shall involve solution of the appropriate photogrammetric equations for each pixel in the output image. Solution of photogrammetric equations at anchor points only, and warping the content of the original image between anchor points (rubber-sheeting) shall not be permitted.

Aerial negatives or film diapositives shall be converted to digital raster images using a precision photogrammetric scanner. Proposers shall state their proposed scanning resolution and the type of scanner to be utilized. The SACOG Regional GIS Committee Membership specifically forbids interpolation of digital raster images to a resolution finer than that achieved by the scanning device.

The SACOG Regional GIS Committee Membership will provide existing digital elevation data (LIDAR points and digital terrain model) for the Sacramento County. Other parts of the region may provide digital terrain models for collection area, or may ask the vendor for LIDAR collection. The consultant shall then use these data in addition to producing a new digital terrain model for use in orthorectifying the imagery for the remaining areas.

The terrain model may be produced by any appropriate method available. This includes photogrammetric data extraction through interactive means or autocorrelation. LIDAR technology may also be utilized. Where automated data extraction is used, it is required that all point information be corrected to ground level. While the SACOG Regional GIS Committee Membership is not setting specific requirements for mass point or break line density, it is emphasized that the consultant is liable for ensuring that both the DTM and derivative data products meet the accuracy requirements of the project.

Digital orthophotography shall be created as color .TIF files. Pixel resolution shall be 6-inches. Individual orthophoto image files shall match their corresponding tiles in the SACOG Regional GIS Committee Membership's map sheet grid. Tiles shall be mosaicked so the images appear to be completely seamless when displayed or plotted. Radiometric adjustment shall be performed to balance brightness and contrast of the imagery over the entire project.

Consultant shall be responsible for georeferencing all orthophoto tiles and providing .TFW world header files for each tile of the SACOG Regional GIS Committee Membership grid. The file naming convention will be approved by the SACOG Regional GIS Committee.

A single, project wide image shall also be created and delivered as a MrSID file with 10:1 compression or an alternative compression rate approved by the SACOG Regional GIS Committee Membership.

Deliverables: 1) One set of CD-ROM (DVD) disks with 24-bit color .TIF files and world header files 2.) One set of CD-ROM (DVD) disks with 24-bit color .SID files and world header files.

3) One SACOG Regional GIS Committee project-wide 24-bit color .SID file and world header file

4) One set of DTM data in an ARC/INFO compatible format

## **OBLIQUE PHOTOGRAPHY OPTION**

Responses including the option for oblique photography shall include a detailed collection plan. The oblique aerial photography collection shall be submitted for the 500, 750 and 1,000 square mile collection areas. Responders must provide detailed specifications on 1 foot and six-inch pixel resolution oblique images. Responders should include descriptions and pricing for a software solution that allows the oblique imagery to be integrated with the orthophoto product such that each pixel of the digital image obliques are mapped to actual geographic coordinates, vertical measurements can be made, and the oblique images can be integrated with existing geographic information systems data.

Ideally the collection will include at least four (4) oblique images of each point in this area from each of the cardinal directions with a frontline ground surface distance (GSD) of 6" or less and a backline GSD of 8" or less. The camera's diagonal Field of View must be less than 37° for 6" GSD images, less than 46° for 1' GSD images, or less than 54° for 2' GSD images.

Software applications must use standard ESRI formats and products and should also be included in the pricing for this option. Using both the ortho-photographs and the oblique photos, users shall be able to measure on screen the width, length, area, and height (obliques only) of any feature on the photo. Vendor shall provide all software necessary to process on screen measurements. Each pixel shall have x, y and z coordinates.

- 1) One set of CD-ROM (DVD) disks with 24-bit color .TIF files and world header files
- 2.) One set of CD-ROM (DVD) disks with 24-bit color .SID files and world header files

## **PILOT PROJECT**

The SACOG Regional GIS Committee Membership will require delivery of a pilot project after ground control, image acquisition and analytical aerotriangulation have been completed for the entire SACOG Regional GIS Committee Membership. This will involve production of four to six digital orthophoto tiles in a pilot project area selected jointly by the SACOG Regional GIS Committee Membership and the photogrammetric consultant. Production of the balance of the orthophoto sheets will be predicated on timely and successful completion of the pilot project by the photogrammetric consultant. The SACOG Regional GIS Committee Membership also reserves the right to make changes in the specifications and scope of work in this document based upon results of the pilot project, and negotiate changes in the contract.

## **QUALITY ASSURANCE/QUALITY CONTROL**

Proposers shall discuss their quality assurance/quality control plan, outlining the steps taken and the individuals responsible for ensuring the integrity of the final product.

## **PRODUCT DELIVERY**

In addition to all above specified deliverables all proposers shall include delivery of the all digital products on two USB2/Firewire External hard drives. This delivery will include all deliverables listed for the DIGITAL ORTHOPHOTOGRAPHY and OBLIQUE PHOTOGRAPHY OPTION sections of this document.

## **V. CONTRACT DELIVERABLES**

See the above descriptions of the deliverables included in scope of work

## **VI. CONTACT PERSONS**



Joe Concannon  
GIS Coordinator  
Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95816  
916-340-6234  
[jconcannon@sacog.org](mailto:jconcannon@sacog.org)

## **VII. PROJECT TIMETABLE**

October 20, 2005	Issue Request for Proposals
November 14, 2005	Closing Data for Proposals
November 21, 2005	Finalists contacted to schedule interviews (if needed)
November 29 – December 2, 2005	Conduct interviews (if needed); recommend consultant; Short list vendors reserve flight time
December 5 – December 9, 2005	Contract award, execute contract
December 16, 2005	Start of Project/Begin Work

Proposals must be received no later than 5:00 PM on November 14, 2005. If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at their own risk. SACOG will not be liable or responsible for any late delivery of proposals. All proposers must submit three (3) printed and one (1) electronic copy.

By submitting a proposal, the proposer certifies that his or her name, as well as proposer subcontractors does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

## **VIII. GENERAL CONDITIONS**

### **A. Limitations**

This request for proposal (RFP) does not commit SACOG to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services or supplies. SACOG expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. SACOG reserves the right to withdraw this RFP at any time without prior notice. Further SACOG reserves the right to modify the RFP schedule described above.

### **B. Award**

SACOG plans to ask RFP finalists to present oral briefings of their proposals. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. SACOG also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

### **C. RFP Addendum**

Any changes to the RFP requirements will be made by written addenda by SACOG and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

### **D. Verbal Agreement or Conversation**

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of SACOG shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

### **E. Precontractual Expense**

Precontractual expenses are defined as expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP
2. Submitting proposals to SACOG
3. Negotiations with SACOG on any matter related to proposals.
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, SACOG shall not be liable for any precontractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the

price proposed in response to this RFP. SACOG shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Execution of the contract is expected by December 16, 2005.

G. Contract Arrangements

The consultant is expected to execute a contract similar to SACOG's Standard Agreement, which meets the requirements of TEA 21. The most important provisions of the Standard Agreement are found in Part A. While \$1 million in comprehensive general liability coverage is required, under special circumstances SACOG may consider a lesser amount of insurance coverage, but not an amount less than \$500,000.

1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.
2. DBE Obligation: The recipient or its contractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
4. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each proposal, to be considered responsive, must include the following:

- (1) A copy of the consultant's affirmative action policy (applicable for firms with 50 or more employees)
- (2) Discussion of the consultant's program for use of DBEs in the performance of this work, including the following:
  - The names and addresses of DBE firms that will participate
  - The description of the work each named firm will perform
  - The dollar amount of participation by each DBE firm

(3) Conflict of Interest

Firms submitting proposals in response to this RFP must disclose to SACOG any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP.

If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

## **IX. PROPOSAL CONTENT AND ORGANIZATION**

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work within the stated budget.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-7 below) and a cost proposal (item 8).

1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consulting firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

### 3. Introduction

In this section, the proposer should demonstrate an adequate understanding of the role and relationships of SACOG.

### 4. Technical Approach

This should include:

- a. a summary of the proposed approach and discussion of alternative methodologies.
- b. an explanation of the consultant's intended role as related to the role of SACOG
- c. a thorough explanation of the consultant's proposed course of action. References should be made to RFP requirements and the consultant's plans for meeting those requirements. If the consultant proposes alternate technical approaches to the RFP approach, those changes should be specified clearly. The consultant is encouraged to list the technical, schedule or cost advantages to the regional project while meeting or exceeding all requirements for deliverables. The consultant should describe the applicability of alternative approaches/procedures and detail the projected advantages to be gained through their use.
- d. an itemized description of the proposed project schedule (including visits, draft and final deliverables) and the deliverables to be produced

### 5. Project Management

The proposer must prepare an explanation of the project management system and practices to be used to assure that the project is completed within the scheduled time frame and that the quality of the required products will meet SACOG's requirements.

### 6. Consultant and Subcontractor Staff

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff must be included. A matrix must be presented indicating the effort, either in percentage of the total project or in person-hours, which will be contributed by each professional, during each phase or task making up the project. If a subcontractor will be used, the proposer must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professional in the above-described matrix.

### 7. Consultant Qualifications and References

The proposal must submit evidence that they have relevant past experience and have previously delivered services similar to the ones outlined in the Scope of Work. At a minimum, the proposal must supply the name, address, phone numbers and contact person for two past clients, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. Up to two samples of the consultant's work on closely related projects can also be included with the proposal, if available.

#### 8. Cost Proposal

The cost proposal shall describe both the total and the detailed price for which the consultant will commit to complete the total scope of work and end products. The cost proposal detail shall describe estimated costs (only the total amount is a binding offer) for each professional's time, for the completion of each proposed task, for travel and per-diem (if applicable), and for materials and supplies. Failure to provide adequate cost data will result in the proposal rejection as unresponsive.

### **X. PROPOSAL EVALUATION AND SELECTION**

A proposal review panel made up of members of SACOG and SACOG Regional GIS Committee staff will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews. Previous clients will also be called. The panel will make recommendations to the SACOG Executive Director on the basis of the proposal, oral interview, and reference check. SACOG reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Understanding of the background and requirements of the project.
- The overall and technical approaches to be followed and the tasks to be performed, including detailed steps and resources required and proposed project schedule.
- The relative allocation of resources, in terms of quality and quantity, to key tasks including the time and skills of personnel assigned to the tasks and consultant's approach to managing resources and project output.
- Cost analysis and justification.
- Education and experience of proposed personnel

In addition, conformance with SACOG and DBE/WBE goals; and the participation of qualified disadvantaged and minority-owned firms in this project is strongly encouraged.

## **XI. PAYMENT SCHEDULE**

The consultant will be paid based on work actually performed during the preceding month. The consultant should forward a copy of all invoices for payment for work performed and associated expenses by the 15th day of the following month. SACOG will withhold ten percent (10%) of the payments until the successful completion of the project and the delivery and acceptance of all final products.

## **PART A**

### **AGREEMENT BETWEEN THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS (HEREINAFTER DESIGNATED AS "SACOG") AND**

### **(HEREINAFTER DESIGNATED AS "CONSULTANT")**

1. **CHANGES:** The parties, from time to time, may change the scope of the services of CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT's compensation, which are mutually agreed upon by and between SACOG and CONSULTANT, shall be incorporated in written amendments to this Agreement.
2. **TERMINATION OF AGREEMENT FOR CAUSE:** If CONSULTANT shall fail to fulfill its obligations under this Agreement, without reasonable cause, in a timely and proper manner, or if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, SACOG shall provide written notice to the CONSULTANT identifying the deficiency. The CONSULTANT shall have 20 days to correct the deficiency and to provide written explanation to SACOG of the corrective action taken. Should satisfactory resolution not be reached, SACOG shall thereupon have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONSULTANT with the funds provided shall, at the option of SACOG, become SACOG's property, and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials through the date of termination.

Notwithstanding the above, CONSULTANT shall not be relieved of liability to SACOG for damage sustained by SACOG by virtue of any breach of the Agreement by CONSULTANT. In no event shall liability for damages exceed the amount of the agreement.

3. **TERMINATION FOR CONVENIENCE OF SACOG:** SACOG may terminate this agreement at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 2 hereof shall, at the option of SACOG, become SACOG's property. If the Agreement is terminated by SACOG, as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made. However, if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, CONSULTANT shall be reimbursed (in addition to the above payment) for that portion of



the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by CONSULTANT during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of CONSULTANT, Paragraph 2, Part A hereof relative to termination shall apply.

**4. LEGAL RELATIONSHIP:**

1. It is understood and agreed that SACOG is an independent entity and that no relationship of employer-employee exists between the parties hereto.
2. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control or direction of SACOG only as set forth herein and that SACOG shall not exercise direction and control over operating procedures and methodology.

**5. HATCH ACT:** The CONSULTANT will comply with the provisions of the Hatch Act which limit the political activity of employees.

**6. AMERICANS WITH DISABILITIES ACT (ADA):** CONSULTANT will comply with the provisions of the Americans with Disabilities Act (ADA) which:

1. Prohibits discrimination against the disabled in hiring and employment;
2. Prohibits discrimination in public transportation and requires public transit systems to provide the same level of public transportation service to individuals with disabilities as to those without disabilities using the same system;
3. Prohibits discrimination against the disabled in public accommodations and in commercial facilities; and
4. Requires interstate and intrastate telecommunication systems to provide telecommunication relay services for individuals with hearing or speech impairments.

**7. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** CONSULTANT understands that it is not to be in violation of any of the following provisions:

1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

2. Has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B.
  4. Has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state or local) terminated for cause or default.
8. **POLITICAL REFORM ACT REQUIREMENTS:** CONSULTANT agrees that, because of the work to be performed pursuant to this Agreement, its officers, members or employees may be considered "consultants" as defined in the Political Reform Act (Govt. Code § 81000 *et seq.*) (the "Act") and its implementing regulations (2 Cal. Code Regs. § 18110 *et seq.*) (the "Regulations"). CONSULTANT agrees that any of its officers, members or employees who are deemed to be consultants by the Executive Director of SACOG, as provided in the Conflict of Interest Code for SACOG, shall file economic disclosure statements. The extent of the economic disclosure required shall be the broadest disclosure category in the Conflict of Interest Code for SACOG, provided, however, that the Executive Director of SACOG may determine, based upon the scope of work to be performed by CONSULTANT under this Agreement, that more limited disclosure requirements apply. The economic disclosure statements shall be filed at the times and in the place specified by the Conflict of Interest Code for SACOG.
9. **FUNDING REQUIREMENTS:**
1. It is mutually understood between the parties that this Agreement may have been executed before ascertaining the availability of Congressional or Legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
  2. This Agreement is valid and enforceable only if sufficient funds are obligated and made available to SACOG for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
  3. It is mutually agreed that if sufficient funds are not appropriated for this program, this Agreement shall be amended to reflect any reduction in funds.

#### **10. INDEMNIFICATION AND INSURANCE:**

1. CONSULTANT agrees to indemnify, defend and save harmless SACOG, its officers, agents and employees from and against any and all claims, demands, damages or losses accruing, arising or resulting from CONSULTANT's negligence with respect to CONSULTANT's work performance pursuant to this Agreement and/or the work performed by any and all contractors, subcontractors, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with its negligent performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CONSULTANT in the performance of this Agreement, except claims or losses accruing as a result of the sole negligence or willful misconduct of SACOG.
2. That, as an independent entity, CONSULTANT hereby holds SACOG harmless from any and all claims that may be made against SACOG based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
3. CONSULTANT, during the term of this Agreement, shall maintain in effect Worker's Compensation Insurance and employer liability coverage in the limits required by State law and no less than One Million Dollars (\$1,000,000) per claim and in the aggregate in comprehensive general liability insurance, or provide SACOG with adequate evidence of self insurance. CONSULTANT shall, upon execution of any agreement, provide SACOG with proof of required insurance, and shall name SACOG as an additional insured on all relevant insurance policies.
4. CONSULTANT shall not, during the term of this Agreement, cancel, or non-renew these insurance requirements until after forty-five (45) days advance written notice to SACOG.

#### **11. ACCESS TO RECORDS AND AUDIT:**

1. CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the contract period and for five years from the date of final payment to CONSULTANT. CONSULTANT shall, in no event, dispose of, destroy, alter, or mutilate said books, documents, papers, accounting records or other evidence pertaining to costs incurred in any manner whatsoever, for a minimum of five years following the date of final payment. Such materials shall be available for inspection by authorized representatives of SACOG, or copies thereof shall be furnished if requested.
2. CONSULTANT shall permit SACOG to have access to all such relevant data for the purpose of making an annual fiscal and compliance audit of all funds received as part

of this Agreement. Such audit shall be conducted, either separately or in conjunction with other required audits, in accordance with generally accepted governmental auditing standards by an independent CONSULTANT (such as a County Auditor, State Controller, a Certified Public Accountant, etc.). Audit requirements are on the basis of OMB Circular A-133.

3. CONSULTANT shall permit SACOG and State and Federal auditors to have access to all such relevant data for the purpose of making an audit, excerpt, and transcription, for a minimum of five years following the date of final payment.
4. CONSULTANT understands that the purpose of such audit is to establish that all examined costs have been legitimately incurred in conjunction with the work hereunder. Such audit may disallow certain costs, in which case CONSULTANT will be required to make refund payments.

## **12. PERSONNEL:**

1. CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with SACOG.
2. All of the services required hereunder will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be authorized under State and local law to perform such services.
3. CONSULTANT shall not be entitled to any benefits available to employees of SACOG.
4. SACOG is not required to make any deductions from compensation payable to CONSULTANT under the provisions of this Agreement.
5. If, in the performance of this Agreement, any third persons are employed as employees of CONSULTANT, such persons shall be employed by and shall be entirely and exclusively under direction, supervision, and control of CONSULTANT. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be made by CONSULTANT. SACOG shall have no right or authority over said persons or the terms of such employment.
6. CONSULTANT, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. SACOG shall not be liable for any Worker's Compensation or other benefits accruing under any Federal or State

Law or acts to any persons employed by CONSULTANT under this Agreement. Such liability, if any, shall be exclusively that of CONSULTANT.

13. **CONVICT LABOR:** In connection with the performance of work under this Agreement, CONSULTANT agrees not to employ any person undergoing sentence of imprisonment.

14. **SPECIFICATIONS:**

1. All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are deemed to be the issue in effect as of the date of this Agreement and are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment of the Agreement modified in writing to incorporate such changes.
2. All tasks hereunder are to be performed on a "best effort" basis with the full completion of all tasks as the goal which CONSULTANT shall seek, with all due diligence, to attain.

15. **RIGHTS:** CONSULTANT agrees, and does hereby grant, to the SACOG a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. CONSULTANT will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner.

16. **ASSIGNABILITY:** CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of SACOG thereto; provided, however, that claims for money due or to become due CONSULTANT from SACOG under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to SACOG.

17. **INTEREST OF CONSULTANT:** CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed.

18. **BONUS OR COMMISSION:** CONSULTANT shall not pay any bonus or commission for the purpose of obtaining this Agreement.

19. **RIGHT TO REUSE CONSULTANT-PREPARED MATERIALS:** If, under the provisions of this Agreement, CONSULTANT develops any products or materials, CONSULTANT agrees that such products or materials shall be the property of SACOG and

may be used as SACOG sees fit, including the right to reuse and publish the same without limitation, however any such reuse shall be at the sole risk of SACOG.

20. **FORCE MAJEURE:** Neither SACOG nor CONSULTANT shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather, or any similar cause beyond the reasonable control of SACOG or CONSULTANT.
21. **DISPUTE:** Any dispute not resolved by informal negotiation between the parties to this contract may be adjudicated in a Court of Law under the laws of the State of California.
22. **INTEGRATION:** This Agreement represents the entire understanding of SACOG and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by SACOG and CONSULTANT.



